



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Voice Equipment & Installation - Tadiran - Advanced Data			
Doc ID No: MA 758 1000000131 7		Proc Folder: 1482927	
Procurement Type: Standard Goods			
Effective Date: 2009-08-28	Expiration Date: 2011-02-28	Not To Exceed Amount	
Administered By: Tammy Whitaker		Cited Authority: FAP111-35-00-G	
Telephone: 502-564-9880		Issued By: Sherita Miller	

Reason For Modification: 09-01-2010 To extend contract until February 28, 2011 in order to allow time for rebid and award new contract. See Header for extension letters. SM.

V E N D O R	ACCESS VOICE AND DATA		
	1441 LINCOLN AVENUE		
	LOUISVILLE KY 40213		
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Voice Equipment & Installation - Tadiran - Advanced Data	0	0.00		0.00000	0.00	0.00

Extended Description

Voice Equipment & Installation - Tadiran - Advanced Data Communications dba Access Voice and Data

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Hourly Installation Labor Rate		0.00	HR	75.00000	0.00	0.00

Extended Description

Hourly Installation Labor Rate - Tadiran

Total Order Amount:

0.00

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 2 of 44
------------	--------------------------------	--	-------------------------

**MASTER AGREEMENT FOR
VOICE EQUIPMENT & INSTALLATION
Master Agreement Number:
MA - 758- 1000000131
(Tadiran)**

**Advanced Data Communications DBA Access Voice and Data
1441 Lincoln Avenue
Louisville, KY 40213
Contact Person: Ned Sheehan
(502) 367-1881
Email: nsheehan@adcky.com**

System Specifications

Lightning and Surge Protection

- ✂ All telephone communications circuits are to be installed in accordance with Article 800 of the 2002 National Electrical Code (NEC) and meet EIA/TIA 568 Standards.

Exception: The "Protective Devices" requirements of NEC, paragraph 800.30 – 800.41 are to apply to all outside circuits of any length whether aerial or underground. These protective devices commonly referred to as "Station Protectors"; consist of an arrestor-holder assembly. All arrestors must be the gas tube type, tested and listed per ANSI/UL 497. They shall be installed on each telephone circuit entering a building, as close as practical to the point of entry.

- ✂ Protectors shall be grounded using AWG 6 copper wire (minimum).

Note: A separate ground rod shall NOT be installed. If the building has no grounded electrical system, one should be established as part of the telephone equipment installation whenever possible. This is a Purchasing Agency responsibility.

- ✂ Multi-line cable with separate shield is to have its shield grounded per the

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 3 of 44
------------	--------------------------------	--	-------------------------

second bullet above, where it enters any building, by separate conductor. The cable shield is to be removed for a length of at least twelve (12) inches on the equipment side of this ground connection or non-shielded cable used from this point to the equipment.

- ✂ The Digital station equipment is to be Single Point Grounded (SPG). The SPG consists of bonding together, at one (1) point, the station equipment grounding connection, the green power wire, the inside cable shield (if any), and the Station Protector grounding conductors (if the protectors are co-located with the equipment). Where the protectors are not co-located with the equipment, a "Couple Bond Conductor" of #6 AWG copper is to be run from the SPG along the incoming cable to the station protector grounding terminal and secured with nylon ties.
- ✂ All grounding conductors shall be as short as practical and run in the most direct route available with no sharp 90-degree bends. They should not be run inside a metallic conduit, supported by metallic straps surrounding the conductors or run flush against steel.

The AC power circuit feeding the digital station must be provided with a surge protector. No other equipment should be connected to this, except in instances when an Uninterruptable Power Supply (UPS) is requested to be installed. Certain station equipment (usually types having circuits with less than 100 ohms impedance to ground) may provide an unwanted path to ground for stray or induced voltages and currents. This may require what is commonly referred to as "Sneak Current Fuses", to prevent possible equipment failure, fire hazard, or danger to personnel.

Cabling

- ✂ Major cabling installation services for any new office move or relocation are performed through other State Contracts. Should minor cabling be required to individual stations, it will be coordinated and approved by the Purchasing Agency and COT Telecommunications prior to installation. Minor cabling is defined as five or fewer lines, anything beyond must be approved by COT Telecommunications.
- ✂ In all instances, state enterprise cabling standards for materials and installation should be followed. Link to the standards follows:
<http://gotsource.ky.gov/docushare/dsweb/Get/Document-301105/>
- ✂ Wire, cable, and hardware shall be provided to interconnect the system,

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 4 of 44
------------	--------------------------------	--	-------------------------

connect the system to the Commonwealth provided duplex power receptacle, and to connect the system to the telephone company demarcation point or the Commonwealth's station line interface point. Hardware shall include Type 66 and Type 110 connecting blocks (or equivalent), station instrument modular wall-jack assemblies, mating plugs for the RF type jacks specified by the telephone company for interconnecting at the demarcation point, and mating ribbon type plugs for interconnection to the Commonwealth's station line interface point fifty (50) pin size RJ21X miniature ribbon jack.

- ✂ Wiring and cabling shall be installed in a neat and professional manner and shall be in accordance with the National Electrical Code and Commonwealth Enterprise Standards. The Vendor shall be responsible for meeting all applicable electrical, building, or fire codes in routing and choice of cable. Cable routing shall be identified by a provided wiring diagram and/or blueprints and 'As Builts'. Schematic diagrams or cable running list can be submitted in addition to the 'As Builts'. One copy shall be provided to the COT Network Engineering Branch. All fishable walls will be fished during the installation of station wiring. Where a wall cannot be fished, the Vendor will conceal all station wiring by encasing in molding that matches the existing environment or by other means approved by the Purchasing agency.
- ✂ During order and installation process the Vendor shall notify the purchasing agency of any telephone apparatus closet room requirements to accommodate the system that exceed the requirements given in the building drawings and this specification.

System Capacity

Each system shall consist of, at a minimum:

- ✂ A Digital Service Unit and power supply with operational service features. All components of the Digital Service Units must be identified. All applicable components must be shown on the unit pricing page if appropriate. Each baseline Digital Service Unit shall be equipped with the required quantity of printed circuit card modules for the quantity of lines, station instruments (including console) and intercom paths to meet the minimum trunk and station requirements required on each job as determined by the Commonwealth.
- ✂ Main distribution frame (MDF) wire, cable, and hardware (connecting blocks, telco interface connectors, etc.);
- ✂ State of the Art line protector assemblies (AT&T 189ET or equivalent);
- ✂ Electrical power surge protector;
- ✂ A parallel wired RJ11 jack for one (1) line, for use during power failure;
- ✂ Circuit Cards (Station);

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 5 of 44
------------	--------------------------------	--	-------------------------

- ✂ Trunk Cards;
- ✂ Telephones;
- ✂ Other components as required by Manufacturer OEM specifications;
- ✂ Other items as listed in Installation Requirements as required; and
- ✂ Remote Maintenance

For the purpose of this RFB the Commonwealth requires that systems of a minimum of three (3) levels to be provided.

- ✂ Level 1 Telephone System is defined as being a small sized system, requiring up to approximately 48 ports.
- ✂ Level 2 Telephone System is defined as being a medium sized system, from approximately 49 to 300 ports.
- ✂ Level 3 Telephone System is defined as being a large sized system, capable of handling approximately 301 or more ports.

Due to the scalability and capacity of the Nortel 2100 owned by COT the purchase of this system by any state agency requires COT Telecommunications prior approval.

Station and System Requirements

- ✂ Station Loop - The station instruments shall function on no more than four (4) pair inside, aerial or buried service station cable up to the minimum specification dictated by the Manufacturers specifications from the Digital Service Unit.
- ✂ Voice Transmission - Voice transmission shall be at adequate volume levels and free of clipping, crosstalk, distortion, and excessive noise. Adequate precautionary installation measures shall be taken to minimize the effect of external magnetic fields and longitudinal voltage on induced noise and loss in station loop wiring as to not impair communications.
- ✂ Station instruments shall be multi-button digital telephone sets with modular cord with plug-ended connector, a standard "DTMF" dial pad, and a standard microphone/speaker handset with modular connections. Desk and Wall mountable sets shall be available. Wall mountable sets shall be either instruments that are compatible for desk and wall use or be instruments that are uniquely different in design yet perform all specified functions of the desk instrument.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 6 of 44
------------	--------------------------------	--	-------------------------

- ✂ The instruments shall have a built-in speaker for monitoring intercom conversations and the appropriate number of buttons (keys) and associated lights or LED's for an appearance of the lines terminating on the instrument, to make an interoffice (intercom) call, and any other feature function buttons that may be provided. Each set shall provide an audible and visual indication of an incoming call.

Note: This requirement is for squared systems only.

- ✂ The system must support hearing aid compatible headsets.
- ✂ The direct station select (DSS) console shall have the appropriate number of buttons (keys) associated lights or LED's for the maximum number of stations specified for the configuration type and the provided feature function buttons. The console shall provide as a minimum the following operational service features:
 - Direct Station Select Transfer
 - Station Busy Lamp Field
 - Direct Page All/Zone Select
- ✂ The console shall function on no more than four (4) pair station wire and up to the minimum directed by the Manufacturers specifications from the Digital Service Unit.
- ✂ System Levels 2 & 3 shall have the capability to have a Personal Computer Console digitally connected to the telephone communications system if required by the purchasing agency. The PC Console is a menu driven attendant console.
- **The common audible equipment shall provide chime type sound to alert the call answering station user and other nearby station uses of an incoming call on any line terminating in the Digital Service Unit. The sound may be a gong chime or the same type of electronic ringing sounded provided by a station instrument. The equipment shall be installed in the vicinity of the station user assigned to answer incoming calls.**
- ✂ Level 3 Systems shall be capable of partitioning to provide separate service for two (2) or more agencies (Shared Tenant Service), including separate consoles, lines, intercom paths, paging, system failures, etc.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 7 of 44
-------------------	--------------------------------	--	-------------------------

Baseline systems shall provide at least the following operational service features for the indicated levels. These are minimum requirements that the system shall support. All systems shall adhere to existing Commonwealth of Kentucky Enterprise Architecture and Standards
http://technology.ky.gov/policies/architecture_and_stds.htm

All Level 1, Level 2, and Level 3 Baseline Systems shall have the following:
✂ Analog/Digital Handset support
✂ Audible Signals
✂ Auto-Attendant/Voicemail capable
✂ Basic 2500 Set, Single Line Telephone
✂ Battery Backup (minimum 1 hour)
✂ Call Transfer
✂ Caller ID
✂ CENTREX
✂ Central Answering Point
✂ Conference Calls (minimum 3 parties)
✂ Dial or DSS Intercom
✂ Do Not Disturb
✂ External paging capable
✂ Flexible Line Ring Assignment (programmable)
✂ Hands-free Monitor and Talkback on Intercom
✂ Last Number Redial
✂ Line Access and Hold button
✂ MAPI/TAPI compliant
✂ Music-On-Hold capable
✂ Night Ring (programmable)
✂ OPX extensions
✂ Paging Internal, All/Zone (programmable), External Access
✂ Privacy On Line
✂ Speed Dialing (system and/or personal) - speed-dialing system must have 10 personal speed dial numbers at the set and 100 system wide.
✂ Station Message Detail Recordings Interface
✂ Toll Restriction (programmable)
✂ VoIP capability using recommended network platform
✂ Voice Mail

All Level 2 and Level 3 Baseline Systems shall have the following:

Automatic Call Distribution

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 8 of 44
------------	--------------------------------	--	-------------------------

ACD reporting package capability
CTI capable
DID capabilities
Direct T-1 interface
T-1, PRI and other digital trunking
VoIP capability using recommended network platform

All Level 3 Baseline Systems shall have the following:

Hotel/Motel Package capability
PC Consoles
Power Failure Transfer

Orders for Telephone Systems shall be configured as specified at the time of the order.

VoIP System Requirements

- ✂ Vendor shall adhere and maintain compliance with all VoIP System requirements within the Commonwealth Enterprise Architecture and Standards, <https://gotsource.ky.gov/docushare/dsweb/View/Collection-76229>, throughout the life of the contract.
- ✂ Vendor shall adhere to the Voice Communications Enterprise Architecture and Standards Requirement and Best Practices document, <https://gotsource.ky.gov/docushare/dsweb/View/Collection-76229>, for the life of the contract.
- ✂ Vendor shall complete appropriate Acceptance forms upon the installation of all VoIP system, prior to the full acceptance of the system. Once the acceptance period has been completed and the agency has signed off on this form the completed form shall be submitted to COT Telecommunications, by the 15th day of the month following the month of the final acceptance.
- ✂ Vendor shall complete and update all manufacturer recommended forms or documentation upon the sale or installation of a system. The Vendor shall use the most current version available upon the date of system installation. This includes, but is not limited to:
 - CS1000 Voice-Spec-Book, <http://www.nortel.com/prd/picinfo/index.html>, for Nortel CS1000 series systems
 - BCM Voice-Spec-Book, <http://www.nortel.com/prd/picinfo/index.html>, for any Nortel BCM system
 - SRG Voice-Spec-Book, <http://www.nortel.com/prd/picinfo/index.html>, for any Nortel SRG system

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 9 of 44
------------	--------------------------------	--	-------------------------

All forms and documentation shall be provided, in electronic format and hard copy, to the purchasing agency and COT Telecommunications by the 15th day of the month following the month of final acceptance of the system.

- ✂ The Vendor shall provide to COT Telecommunications and the purchasing agency any updates or changes, including but not limited to, the system platform via repair or modification. Notifications of changes shall be provided within 24 clock hours from the completion of the change.
- ✂ The Vendor shall establish a “gold.config” directory that contains all of the actual data fill for each switch. The directory shall be populated from the back-ups performed on each of the switch fabrics. The directory shall be a ‘read-only’ file so that the Commonwealth has access to the control of the content of the data.

Minimum Handset Specifications

The Vendor shall provide a variety of Telephone Handsets, which have been tested and approved by COT Telecommunications, as components to the Telephone System from which the purchasing agency can select. Telephones must be SIP Compliant, be in accordance with the Architecture and Standards and meet the below listed minimum feature specifications.

- ✂ SIP Compliant Handsets
 - Base Antenna unit
 - LAN Connection
 - AC Power
 - Power Over Ethernet
 - DSS Console capable
 - Desk and Wall mountable capable
 - LCD Display, preferred
 - Soft keys, preferred
 - Line Appearance, 2 line minimum
 - Shared Line Appearance
 - Flexible Keys, 2 minimum
 - Feature (PGM/Settings)
 - Redial Key capable\
 - Hold Key
 - Programmable Keys
 - Speaker Key (hands free)

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 10 of 44
-------------------	---	--	------------------------------------

- Message wait indicator
- Volume Control
- Protocol - SIP/MGCP
- Platform Compatibility (SIP: Broadsoft, Net2Phone, Nortel BSG, Nortel CS1000, Nortel CS1500, Nortel CS2000, Nortel CS2100, Nortel SCS500, Sylantro or MGCP: Cirpack, Comverse, Sylantro)
- Codec (G.711, G723.1A, G729AB)
- QoS
- Networking Protocol (HTTPS, NTP, TFTP)
- IP Address - DHCP, Static
- Secure, remote provisioning/update

Handsets not included on the Architecture and Standards list will require testing and approval by COT Telecommunications. Vendors shall provide a Handset at **no cost** to the Commonwealth for a minimum of two weeks for testing.

Vendors may provide additional handset options in their catalog(s) that meet all of the minimum specifications. Specifications are as follows:

✂ Single-Line Analog Handsets (low end models)

- Volume Control
- Hold Control Button
- Hearing Aid Compatible
- Desk/Wall Mount Capable
- Required cables and/or connectors to wall

✂ Single-Line Digital Handsets (low end model)

- Single Button Controls
- Volume Control
- Hold Control Button
- Hearing Aid Compatible
- Desk/Wall Mount Capable
- Required cables and/or connectors to wall

✂ Multi-Line Digital Handsets w/LCD

- Programmable Keys
- Single Button Controls
- Liquid Crystal Display
- Voice Mail LED Indicator
- Auto Daylight Savings Time

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 11 of 44
------------	--------------------------------	--	--------------------------------

- Paging
- Speaker Phone
- Call Transfer
- Volume Control
- Hold Control Button
- Hearing Aid Compatible
- Desk/Wall Mount Capable
- Required cables and/or connectors to wall
- Port available for Console Expansion unit

✂ Wireless Handsets

- Base Antenna unit
- Single Button Controls
- Paging
- Volume Control
- Hold Control Button
- Hearing Aid Compatible
- Required cables and/or connectors to wall
- Manufacturer Proprietary Handsets
- **Desk/Wall Mount Capable**

Enhanced 911

Vendors shall meet or exceed current FCC requirements and NENA guidelines, www.nena.org. Vendors are to stay abreast of legislation on this issue and insure that **each system** provided under this contract, at date of cutover, meets current State and Federal Regulations on 911.

Warranty Requirements

Minimum of **twelve (12) months** on parts, labor and travel time from the date of final acceptance of each order is required. The following warranty specifications shall apply to each equipment order.

- ✂ Acceptance of system shall not limit the Commonwealth's rights with respect to defects in materials, workmanship, installation or fraud.
- ✂ The Vendor warrants that all equipment furnished hereunder are **new** and **unused** current models. No Refurbished equipment shall be used for the replacement of new equipment under warranty.
- ✂ The Vendor shall remedy at its own expense damage to government owned

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 12 of 44
------------	--------------------------------	---	-------------------------

or controlled real or personal property, when that damage is the result of the Vendor's failure to conform to the contract requirements. The Vendor shall also restore any damage incurred in fulfilling the terms of this contract. The Vendor's warranty with respect to work repaired or replaced hereunder will run for twelve (12) months from the date of such repair or replacement.

- ✂ The Commonwealth shall notify the Vendor, during the warranty period, after the discovery of any equipment failure, defect or damage.
- ✂ Should the Vendor fail to remedy any equipment failure, defect, or damage within thirty (30) days after receipt of notice thereof, the Commonwealth shall have the right to replace, repair, or otherwise remedy such failure, defect or damage at the Vendor's expense. This failure is also a breach of contract. Thus, the Commonwealth's rights are in addition to and not as an alternative to the Commonwealth's rights under a breach of contract.
- ✂ In addition to the other rights and remedies provided by this contract clause, all subcontractors', manufacturers' and suppliers' warranties expressed or implied, respecting any work and materials shall, at the discretion of the Commonwealth, be enforced by the Vendor for the benefit of the Commonwealth. The Vendor shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.
- ✂ If directed by the Contracting Officer or designee, the Vendor shall require any such warranties to be executed in writing to the Commonwealth.
- ✂ If there is a conflict between a clause in this warranty and a clause in the Vendor's warranty, the clause extending the greatest protection to the Commonwealth under the circumstances in question, shall control.
- ✂ The Vendor shall be liable to the Commonwealth for supply of information and material necessary for mandatory revisions, so determined by the manufacturer, at **no additional cost** to the Commonwealth for the duration of the warranty.
- ✂ Extended Warranty agreements are specifically excluded as a part of this Contract. No vendor shall solicit state agencies for the purchase of any such agreements for the continued maintenance of systems or equipment.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 13 of 44
------------	--------------------------------	--	--------------------------------

- ✂ All methods to resolve issues, including but not limited to, On-Site work, Remote access to system or assistance and/or solutions via a telephone call shall be included in the warranty.
- ✂ Upon installation of equipment and the final expiration of the contract, the Vendor shall provide all system and equipment information to COT Telecommunications Branch. This information includes, but is not limited to any and all passwords, logins, serial numbers, software versions, patch revisions, etc.
- ✂ Upon expiration of the original warranty and the final expiration of the contract, the Vendor shall transfer all system and equipment information to the contracted Voice Maintenance and Support vendor and to the COT Telecommunications Branch. This information includes, but is not limited to any and all passwords, logins, serial numbers, software versions, patch revisions, etc.

Staffing Requirements

The Commonwealth expects the Vendor to identify and provide specific employees whom will provide services for this Contract on a consistent basis. However, this requirement does not mean that the identified employees will work exclusively for the Commonwealth's Contract and that the Vendor will apply additional resources from their available technicians as necessary.

Security Requirements

The services required under this contract will require vendor personnel to be on site in Commonwealth offices and to design and implement physical connections to the Commonwealth telephone systems.

It is critical that security of Commonwealth offices, personnel, and network resources be maintained at all times. All Vendor personnel entering Commonwealth locations are required to display a company photo ID at all times. Vendor, for the life of contract, must take appropriate action to ensure that staff will not knowingly or otherwise install or design networks components that will create a security risk to Commonwealth Resources. Vendor must comply with other employee and Vendor-hiring requirements as stated in the Security Standard Procedures Manual (SSPM). All other COT policies, procedures and processes, whether formally released or in draft, related to security must be followed. In addition, all enterprise Security Standard Procedures must be followed. The Vendor shall adhere to any Agency or building specific policies

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 14 of 44
------------	--------------------------------	--	--------------------------------

that are more stringent than what COT mandates in the SSPM.

Enterprise Policies - <http://gotsource.ky.gov/dscgi/ds.py/View/Collection-1450>

SSPM - http://technology.ky.gov/security/sspm_toc.htm

- ✂ Vendor and vendor staff shall adhere to any agency-specific or building-specific Security Standard Procedures that are more stringent than the SSPM.
- ✂ Vendor shall agree and enforce that all vendor staff working onsite in Commonwealth offices shall be required to complete an Acknowledgment of Confidentiality Agreement and other agency specific intellectual property, ethics, etc. agreements.
- ✂ Contractors, prime or subcontractors, shall not solicit for their company at any time.
- ✂ It shall be the responsibility of the vendor to ensure that vendor staff shall not present a risk to Commonwealth security. Each vendor shall be responsible for performing a criminal background check with the Kentucky State Police (KSP) or the Administrative Office of the Courts (AOC) prior to assigning a staff person to the Commonwealth of Kentucky. A copy of this report shall be sent to the originating agency before that staff person begins work. In addition, the vendor shall conduct an annual criminal background check as described above and a copy of the annual check results shall be forwarded to the originating agency for each contract staff person.

Vendor Delivery and Installation Requirements

- ✂ The Vendor shall deliver all level systems in a minimum of thirty (30) days, unless otherwise requested by the purchasing agency.

Delivery is defined as the Commonwealth's receipt of goods and completion of installation, if required. The thirty (30) day period starts when the order is placed by the Commonwealth.

- ✂ The Vendor shall make a pre-installation site visit with the purchase of all Level 2 and Level 3 systems.
- ✂ The Vendor must be available to meet in person with the contracting agency as needed by the contracting agency.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 15 of 44
------------	--------------------------------	--	--------------------------------

✂ The Vendor shall specify any telephone apparatus closet room requirements to accommodate the system that exceed the requirements given in the building drawings and this solicitation.

✂ The Vendor shall be responsible for the installation of one RJ11 jack to provide emergency access to the first or primary line connection to the system. It will be wired in parallel and prior to the Digital Service Unit and be mounted in conspicuous space easily accessible by a user during an emergency.

✂ Vendors fulfilling orders that include installation shall be responsible for unpacking, uncrating, installing all equipment, including the connection of all necessary cabling, connection with power, and in all other respects making the equipment useable.

Vendor shall provide the agency with a minimum of three (3) business days advance notice before delivering equipment to building. Vendors shall be totally responsible for removal of all cardboard boxes and packaging material from the agency building. Trash shall be completely removed from premises.

✂ All upgrade requests shall be reviewed and accepted by Commonwealth Agency Telephone Coordinator or COT Telecommunications before becoming effective.

✂ Any VoIP system patch upgrades must be reviewed and approved by COT Telecommunications. Installation of approved patches shall be scheduled through COT Telecommunications and Change Management.

✂ Vendor shall provide one (1) set of System Administrator guides, console user pamphlets, and station user pamphlets for all equipment installed by the vendor. User guides shall be provided for every phone and console purchased. Information provided shall be sufficient to permit the Purchasing Agency to operate, program, install, and maintain the equipment. User guides shall be provided at no additional charge to the Purchasing Agency.

✂ When permanent replacement equipment is required, the Vendor must provide maintenance information adequate to update each agency's inventory, I.E. state tag number, system number, system model and serial number of equipment.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 16 of 44
------------	--------------------------------	--	--------------------------------

- ✂ The Vendor shall be responsible for determining if project requires the payment of prevailing wages. For projects requiring wages paid at the prevailing wage rate it will be the Vendor's responsibility to ensure that wages are paid and accounted for correctly.

The Prevailing Wage rate is determined for each county by the Labor Board. Systems may need to be installed under this Contract for large scale projects, such as capital construction projects, which require the use of prevailing wage to pay for any services rendered therein. For example, jobs in counties where the Prevailing Wage meets the highest rate the quote will remain the same, however for jobs in locations where the Prevailing Wage is \$20 per hour less, the quote will be reduced \$20 per hour.

- ✂ Repairs necessitated by intentional repeated negligence or abuse on the part of the user require vendor notification to the agency contact.
- ✂ Vendor must provide a Toll Free number for calls. To ensure the prompt response to mission critical situations, this phone number must be answered by a "live" person 24 hours a day, 7 days a week.
- ✂ The Vendor must provide resolution to calls, based on the Service Level assigned by the Commonwealth. Calls assigned a service level of Mission Critical are assigned a resolution timeframe of one-half (1/2) hour. Calls assigned a service level of Non-Mission Critical are assigned a resolution timeframe of one (1) hour. Failure of the Vendor to provide a resolution in the timeframe assigned may result in the Commonwealth escalating the call to the manufacturer. Vendor must provide with bid a statement of acceptance of this requirement.

The Vendor shall provide the following;

- Description of internal escalation procedures that will be used for each level of problem resolution, indicating staff and timeframes involved. Staff names, titles, addresses, phone numbers, and email addresses shall be provided as well.
- Manufacturer Direct Support phone number and ID to be used in cases that escalation to Direct Support is required.

- ✂ The Vendor shall provide a complete product catalog with all current available telephone system technologies and all supplies required for the proper operation of the equipment for each brand product line being bid. Information shall be provided in accordance with the format and instructions given at the

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 17 of 44
-------------------	--------------------------------	--	--------------------------------

time of award.

- ✂ The Vendor shall provide a copy of procedures for complaint resolution and identify the staff available to resolve service complaints, billing problems, etc. Staff names, titles, addresses, phone numbers, and email addresses shall be provided as well.
- ✂ Vendors shall upgrade their product catalogs to add new technology that meets the Enterprise Architecture and Standards on a timely basis. Products must be added to the catalog prior to the ability of the Vendor to sell the equipment to Commonwealth agencies.

Warranty Service Requirements

The Commonwealth has selected the following as the minimum standard service requirements for telephone system equipment warranty service.

Warranty Service Level Response Guidelines

Service Level	Definition and Illustration of Typical use	Technician Onsite	Vendor Escalation	Example
1	Trouble, MAC, and onsite programming calls requiring two (2) hour onsite response time. Destruction of a key facility or component; Possible life-threatening situation; Widespread outages affecting significant numbers of staff.	2 Hours	Vendor shall provide upon award of contract	Communication Services for Kentucky State Police are inoperable.
2	Trouble, MAC, and onsite programming calls requiring four (4) hour onsite response time. Voice Communication system is completely down.	4 Hours	Vendor shall provide upon award of contract	Agency cannot do business in any manner. System is completely down.
3	Trouble, MAC, and onsite programming calls requiring fifteen (15) business hour onsite response time.	15 Business Hours	Vendor shall provide upon award of contract	Dead phone set or CO line.
4	Trouble, MAC, and onsite programming calls requiring thirty (30) business hour onsite response time. MAC (Moves, adds, changes)	30 Business Hours	Vendor shall provide upon award of contract	Add set, change name, change ringing, etc.

- ✂ The primary period of service (PPS) falls between the hours of 8:00AM and 5:00PM local time, Monday through Friday, excluding state observed holidays. Extended coverage (24 x 7) must be available if needed. Acceptable downtime varies based on what the equipment is and/or the critical nature to the operation of the Commonwealth's telecommunications as a whole. Individual agencies may require more stringent response requirements, based on the mission critical nature of their agency.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 18 of 44
------------	--------------------------------	--	-------------------------

- ✂ The Vendor shall be on-site within eight (8) business hours or respond remotely within four (4) business hours; Call back within one (1) hour of receiving call; If the phone line remains busy after three (3) attempts you must Email the Trouble call contact, all state agency personnel has email capability.
- ✂ Telephone System hardware must be fully operational within twenty-four (24) clock hours or eight (8) clock hours if serviced remotely. It is reasonable for a Vendor to do diagnostics remotely, if available. This does not qualify as providing remote warranty service and therefore does not fall under the same time requirements as such.
- ✂ Replacement parts shall be new and unused, and of equal or better quality than original parts.
- ✂ There shall be **no charge** for any shipping and handling of parts or labor charges for troubles or issues with the equipment.
- *Vendors will perform Adds, Moves, and Changes on agencies request for systems purchased from this Contract during the system's warranty period. The Vendor shall provide perform services 8:00 am to 5:00 pm, Monday through Friday. No mileage, per diem or travel time will be paid by the Commonwealth of Kentucky.*
- ✂ The Vendor shall respond in accordance with the guidelines set forth in the Warranty Service Level Response Guidelines table below upon receipt of a request.
- ✂ The Vendor shall be available for service 24 hours per day, 365 days per year, except for scheduled maintenance. When necessary COT will assist with restorative services with the Telephone Companies.
- ✂ The Vendor shall provide 24x7 availability to accept and escalate issues pertaining to Voice Communication systems for key facilities (i.e. KY State Police, prisons, or other 24-hour facilities).
- ✂ The Vendor shall perform a backup on all switches that have backup capability when software changes are made.
- ✂ In the event of a natural disaster or catastrophic outage COT reserves the right

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 19 of 44
------------	--------------------------------	--	--------------------------------

to address these outages in an enterprise-wide, mission critical approach (i.e. KY State Police, E911 Center, Correctional Facilities, etc.) These facilities are deemed mission critical to the entire Commonwealth.

- ✎ The Vendor shall meet the Standard Requirements that are in accordance with IT Enterprise Architecture and Standards described at http://technology.ky.gov/policies/architecture_and_stds.htm when the equipment requires repair or maintenance.
- ✎ The Vendor shall coordinate all activities, upon the receipt of a request, with the agency identified technical contact that has full authority to approve changes and outages.
- ✎ The Vendor shall be provided access to the agency's building where the voice communications equipment is located as required to fulfill agency service requests.
- ✎ The Vendor shall schedule planned outages through the designated agency contact. It is the responsibility of the agency communications technical contact to provide internal agency notification for all scheduled and unscheduled outages.
- ✎ The Vendor shall adhere to the following Problem Management & Escalation Procedures:
Executive Branch agencies will contact the Commonwealth Service Desk to report all problems or change/add/move requests. The Service Desk will report, record, solve, and escalate all problems reported either by phone or other approved notification methods. COT maintains a single phone number for the Commonwealth Service Desk, (502) 564-7576, for all users of this service to call to obtain problem management support. The standard procedures used by the Service Desk in the performance of their problem management mission are in Policy Number COT-049 at http://gotsource.ky.gov/docushare/dsweb/Get/Document-7944/COT_049%2010-21.rtf
- ✎ The Vendor shall receive all initial notifications of requests from the Telecommunications manager or designee. Initial calls made to the Vendor will follow problem management and escalation procedures provided by the Vendor awarded this Contract.
- ✎ If a Vendor is non-responsive, the agency, through the Commonwealth Service

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 20 of 44
------------	--------------------------------	--	--------------------------------

Desk, will contact COT Telecommunications for escalation in accordance with the Warranty Service Level Response Times located in Warranty Service Level Response Times table.

✂ The Vendor shall submit completed telephone system configuration update, to COT, for any service call resulting in a system configuration change. Completed configuration forms shall be submitted attached to the corresponding completed work order.

✂ The Vendor shall provide monthly reports itemizing service activities per Vendor Responsibilities in the IFB. Reports must be provided electronically in Excel format.

✂ When Service Response and Resolution are not delivered as required by this Contract, the Office of Procurement Services (OPS) reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor. Failure of the Vendor to meet contract delivery dates may also be cause for cancellation, removal from eligibility for future contracts, or both.

Training Requirements

✂ Vendor Provided End User Training

Eight (8) hours of training shall be provided at no additional charge to the Purchasing Agency end users. The Vendor shall provide, at a minimum, the following number of hours training with the installation of every telephone system:

- Level 1 Telephone System 3 Hours required
- Level 2 Telephone System 12 Hours required
- Level 3 Telephone System 30 Hours required

Vendor shall customize training to the needs of the Purchasing Agency. Training options shall include, at a minimum, the categories of System Administration Training, Console Training, and End User Training. Each trainee shall receive appropriate Administrator, Console, and/or Operator manuals applicable to the training received.

Training shall include the following, at a minimum:

- Operational use of the system, system features, recognition of system malfunctions;

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 21 of 44
------------	---------------------------------------	--	--------------------------------

- Procedural instruction on required operations during power surges and system failures;
- Hands-on training on all report generation capabilities of the Telephone System;
- Handset training.

Vendor shall furnish a trainer(s) who shall be responsible for insuring everyone is adequately trained during described training period. The Agency is responsible for insuring all personnel are in attendance for their appropriate training needs.

✂ Vendor Provided Technician Training

A fifty percent (50%) discount shall be provided on any technician certified and/or recognized training.

- The Commonwealth Office of Technology Telecommunications Branch is responsible for providing Commonwealth Agencies Telecommunications equipment and services in a manner that is economical and efficient. This includes, but is not limited providing installation services, maintenance and Add/Move/Changes for state agencies statewide. To provide this service, the Vendor shall provide direct access to the Vendor's technical support, for any COT employees that are technician certified in any product line for the Manufacturer proposed.
- Training is critical to the Commonwealth to ensure that outages/trouble calls are identified and resolved in a timely manner and in the most cost effective method for both the agency and the vendor(s). All Technicians training, provided by the Vendor, for Executive Branch agencies will require the prior approval of COT.
- All technician training methods are at the discretion and approval of the Commonwealth Office of Technology.
- When required to travel to the Vendor's technician training facility, the Agency will pay their own per diem and travel for state employees.
- Vendor shall supply a method to obtain manufacturer certified technician training on all products covered under this Contract.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 22 of 44
------------	--------------------------------	--	--------------------------------

○ **Vendor Training is critical to the Commonwealth**

✂ Manufacturer Provided Technician Training

A **fifty percent (50%)** discount shall be provided on any manufacturer certified and/or recognized training.

- In compliance with the mission of the COT Telecommunication branch, the Vendor shall be required to provide direct access to the Manufacturer technical support, for any COT employees that are technician certified in any product line for the Manufacturer proposed.
- Vendor shall supply a method to obtain Manufacturer certified technician training on all products covered under this Contract. This technician training specifically references classes provided on the Manufacturer site or through Manufacturer authorized training facility. All Technicians training, provided by the Manufacturer or authorized facility, for Executive Branch agencies will require the prior approval of COT.
- When required to travel to the Manufacturer or Manufacturer authorized facility technician training facility, the Agency will pay their own per diem and travel for state employees.
- All Manufacturer technician training methods are at the discretion and approval of the Commonwealth.
- Manufacturer certified technician training is critical to the Commonwealth.

Reporting Requirements

- ✂ COT maintains statewide agency telephone system configuration data. In order to maintain this information the Vendor must submit Configuration forms, Appendix I, upon the completion of all work that results in a configuration change (installation, additions, deletions, and changes). Configuration forms shall be submitted attached to the corresponding work order. COT will work with each Vendor on a regular basis in an effort to streamline this process. The Telecommunications Branch Manager, or designee, will provide a Configuration sheet to send to the Vendor for all new installations. Sheets shall be returned to the Telecommunications Branch Manager. Until otherwise stated, these forms shall be submitted by the

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 23 of 44
------------	--------------------------------	--	--------------------------------

fifteenth (15) day of the month following completion of the installation.

- ✂ Upon the completion of service for any agency/entity purchasing from this Contract, Vendor shall notify and provide legible copies of work orders to the agency contact and the Telecommunications Branch Manager. Completed work orders shall be submitted no later than the fifteenth (15) day of the following month. Payment will not be made until the Agency has received the proper paperwork.
- ✂ Monthly, the Vendor must provide an itemized report of contract activity by agency/ entity purchasing from the Contract, System Type and work order number. Report shall be provided electronically to the COT Contract Manager or designee and shall be submitted no later than the fifteenth (15) day of the following month. The report shall include at a minimum, but not limited to:
 - Commonwealth Telephone System Equipment contract number
 - Type Model/Serial number and description of equipment delivered
 - Location of equipment delivered
 - Date order was placed
 - Date order was delivered
 - Date installation began
 - Date installation was completed
 - Description of components included in the system
 - Warranty repair or replacement

Vendor Invoicing Requirements

Invoices along with copies of completed work orders will be submitted upon the completion of every project to the contracting agency. Vendor shall submit invoices only for items ordered, delivered and accepted by state agencies. Date of Acceptance, as stated on Appendix II, will not be the date of cutover. Agency signatures at cutover will not constitute acceptance of the system. Each invoice will contain, at a minimum, the following:

- State contract number
- Agency purchase order number
- Agency Name and Address for Installed Address
- Commonwealth Ticketing Number
- Date of Order
- Date of Installation
- Date of Acceptance
- Detailed equipment charges

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 24 of 44
------------	--------------------------------	--	--------------------------------

- Hourly rate, if applicable
- Grand total for the project

All miscellaneous hardware expenses for an installation under normal conditions such as straps, screws, clips, staples, bridges, etc. are to be included in the cost of the installation.

Payment will not be made until the telephone system has been in operation for a minimum of seven (7) days without issues and the Purchasing Agency has received the proper invoicing and work orders.

Invoices shall be submitted to the appropriate fiscal officer of the originating agency at the address specified by that agency if other than COT.

Payment may be made utilizing electronic funds transfer rather than by check. It shall be the responsibility of the Vendor to make the necessary arrangements with the State Treasurer's Office if this mode of payment is desired.

Commonwealth Responsibility

- ✂ Contract oversight by the Commonwealth Office of Technology (COT)
- ✂ Assignment of Service Level to all calls made based on mission critical nature of the equipment and problem being encountered on warranted equipment.
- ✂ All scheduled maintenance shall be coordinated with the requesting agency. The Commonwealth does not control Telephone Company services and cannot guarantee availability of services offered by Telephone Companies.
- ✂ Purchasing Agency shall provide Drawings, if available, of the site and buildings(s) floor plan(s) showing in particular, the location of the telephone company service entrance, the telephone apparatus closet room, raceway, conduit and present and future telephone outlet boxes, and the telephone cabling numbers may be obtained from the Commonwealth during the Vendor's visit. The Vendor shall specify any telephone apparatus closet room requirements to accommodate the system that exceed the requirements given in the building drawings and this specification.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 25 of 44
------------	--------------------------------	--	--------------------------------

- ✂ Purchasing Agency shall provide 3/4-inch plywood backboard installed for the installation and termination of all communication equipment and cabling. The plywood shall always be painted with a flame-retardant paint; no backboard should ever be left untreated. At no time shall any cross-connect block or communications component, be installed directly onto telephone apparatus closet wall, including drywall or concrete.
- ✂ The Purchasing Agency shall specify to the Vendor the required date(s) for training and system cutover.
- ✂ The Commonwealth and/or Purchasing Agency, at its own expense, shall prepare the telephone apparatus closet ensuring that the following is ready to receive the Telephone System hardware prior to the scheduled delivery date. This also includes any building wiring for station instruments or any DEMARK adds, moves or changes.

Telephone apparatus closet shall meet the following requirements:

- **Electric:**

Dedicated power: There should be at least one (1) dedicated 110 or 220-volt electrical circuit to provide power to the telephone system and peripheral communication equipment. This circuit should be installed to the specifications provided by the equipment manufacturer as it pertains to the equipment being installed.

Common power: In addition to a dedicated power supply, each telephone apparatus closet shall have an adequate supply of common power outlets for use by maintenance personnel during equipment installation or maintenance (i.e., power tools, laptop computers, exhaust fans).

- **Grounding:**

It is required for any telephone apparatus closet to have a proper building ground. Reference National Electric Code 2002 Article 250 (Grounding) and Article 800.40 (Grounding methods for communication circuits) to find the proper grounding requirements. This ground should support access via a minimum #6AWG copper conductor with green insulation and terminated on a CPI 13622-010 telecommunication grounding busbar or equivalent.

- **HVAC:**

Environmental control: Telephone apparatus closets should maintain a

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 26 of 44
------------	--------------------------------	--	--------------------------------

minimum set of environmental parameters. Temperature should be maintained between 10 and 30 degrees C (50 to 85 degree F) with a non-condensing humidity level of less than 65 to 70 percent. Higher humidity levels can result in corrosion of cross-connect and other equipment. Temperatures higher, or lower, than the acceptable range can result in improper operation of communications equipment and may void customer equipment warranty. Commonwealth shall also be responsible for all trunk line procurement and provisioning prior to cut over.

Work Order Process

Work shall only be performed when authorized by a valid work order. A work order specifies the type of work, the technical requirements, classification and number of technical personnel requested, and the contract duration.

The Vendor shall have two (2) working days from the date of receipt of a proposed work order (by email, mail or fax) to respond to the proposed work order, this in regards to change type orders only. The proposed work order shall be signed by the Vendor's authorized agent and returned to originating agency contact. The originating agency must then obtain Commonwealth Office of Technology (COT) approval and sign the work order for validation. The Commonwealth shall have the right to approve or reject any Vendor staff person.

Personnel assigned to the Commonwealth for fulfillment of each work order will be expected to be on site within fifteen (15) working days from acceptance by the Commonwealth of the signed work order. If assigned personnel are not on site within fifteen (15) working days, the Commonwealth may issue a new work order and the old order will become null and void.

The Commonwealth reserves the right to cancel or modify an assigned request. Such cancellation or modification **Shall Not** be cause for charge or complaint by the vendor.

Penalties

Penalties will be assessed in the manner of a reduction of Invoice amount.

Penalties include, but are not limited to:

- ✂ The Vendor agrees that when delivery and/or installation is not made within the contracted timeframes, one percent (1%) per day from the total invoice may be deducted from the vendor's invoice for each day the Vendor fails to meet the contracted timeframe.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 27 of 44
------------	--------------------------------	--	--------------------------------

- ✂ Sub-standard installation will result in a penalty of 10% of the invoice
- ✂ Failure to complete and submit updated Configuration Sheets will result in a penalty of 10% of the invoice.

Type of Contract

This Contract shall be on the basis of firm, fixed unit cost for Telephone System Equipment and Installation.

Project Management

Even though each agency will be responsible for their own telephone system purchases, the Commonwealth Office of Technology staff remains as the focal point for marketing and management of statewide contracts established from this Contract.

The COT project manager for this contract will be:

Greg Webster, Telecommunications Branch Manager

Division of Communications Services

Office of Infrastructure Services

101 Commerce Drive

Frankfort, KY 40601

Phone: 502-573-5276 x228

Email: Greg.Webster@ky.gov

Vendor Utilization

Agencies, without COT approval, may contract with any or all of the Vendors that receive Contracts.

The Commonwealth has established seven (7) general categories.

Discount Categories are defined as:

- ✂ **Category 1** – Telephone System Hardware includes everything from systems chassis, system expansion cabinets, cards, etc. Cards include Cards and/or modules necessary to grow/expand the system from its current size. (i.e. extra station cards, trunk cards, DTD cards, DTR cards, PRI/T-1 cards, etc.)
- ✂ **Category 2** – System and Application Software includes any and all software necessary for the operation of the telephone system and/or its add-on components (i.e. Telephone system operating system software, ACD reporting software, Call Attendant (main answering position) software, etc.)
- ✂ **Category 3** – Telephone Sets includes telephone sets supported by your

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 28 of 44
------------	--------------------------------	---	--------------------------------

telephone system.

- ✂ **Category 4** – Auto Attendant/Voice Mail includes Auto Attendant/Voice Mail systems that are supported by your telephone system.
- ✂ **Category 5** – Upgrades includes Software/hardware upgrades to existing telephone systems. (i.e. upgrade system software from version 10 to version 11 with more capabilities, etc.)
- ✂ **Category 6** – Documentation includes any extra button labels, user guides, admin guides, etc.
- ✂ **Category 7** – Miscellaneous Materials includes switch tails, punch down blocks, lightening protection, etc.

Terms and Conditions

Catalog Master Agreement

Section 1

Scope of Contract

The Office of Procurement Services issues this Catalog **Master Agreement** for the purchase, installation and warranty of **Tadiran** telephone systems.

Section 2

Initial Contract Period

This Contract will be for the initial period of **one (1) year** from the date of award.

Section 3

Renewal Clause – Optional Renewal Period

This Contract may be extended at the completion of the initial Contract period for **five (5) additional one-year periods**. This extension must have the written approval of the Vendor and the Office of Procurement Services. If the Contract provides for an optional renewal period, the Commonwealth of Kentucky reserves

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 29 of 44
------------	--------------------------------	--	--------------------------------

the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 4

Recycle Requirements

Vendors are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <<http://www.lrc.state.ky.us/kar/200/005/330.htm>>.

Section 5

Agencies to be Served

This Contract shall be for use by the following agency of the Commonwealth of Kentucky:

All State Agencies

Section 6

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 7

WARRANTY

The Vendor shall provide **twelve (12) months** warranty on parts and labor. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. The Vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the vendor, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

Section 8

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 30 of 44
------------	--------------------------------	--	--------------------------------

DELIVERIES

The Vendor shall deliver all level systems in a minimum of thirty (30) days, unless otherwise requested by the purchasing agency. Delivery is defined as the Commonwealth's receipt of goods and completion of installation, if required. The thirty (30) day period starts when the order is placed by the Commonwealth.

When delivery is not made as provided in this Contract, the Office of Procurement Services reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor. Failure of the Vendor to meet contract delivery dates may also be cause for cancellation, removal from eligibility for future contracts, or both.

The vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day will be deducted from the vendor's invoice for each day the vendor fails to meet the contracted delivery date.

Section 9

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this Contract shall remain firm for the contract period subject to the following:

A: Price Increases: **A price increase will not be allowed during the first twelve (12) months of the contract.** Only one (1) price increase will be allowed during the Contract period. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).

B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 31 of 44
------------	--------------------------------	--	--------------------------------

C: Extended Contract Periods: If the Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 10

Post Contract Agreements

This Contract shall constitute the entire agreement between the State and the Vendor. Unless contractually provided, State agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of this Contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 11

Equipment

All equipment must be a new and current model. The Commonwealth recognizes the rapid advancement of technology. If the Vendor can provide new equipment of advanced technology after the award of the Contract, the Commonwealth and the Vendor may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award Contract.

Section 12

Equipment / Condition

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this Contract shall be new and the latest or current year model and be in first class condition. Any unit failing to meet the foregoing requirements shall be returned to the Vendor, at their expense, and replaced with a new unit.

Section 13

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this Contract are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of this Contract. Requirements may exceed the quantities shown and the Vendor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 32 of 44
------------	--------------------------------	--	--------------------------------

Section 14

Manuals

Instruction and operating manuals shall be furnished for all equipment installed.

Section 15

Distribution of Literature

Upon request, the Vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Section 16

Vendor's Report

The Vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the Vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this Contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 17

FOB Basis of Shipment – Vendor Responsible

Quotations of unit prices on this Contract shall be F.O.B. Destination Freight Prepaid and Allowed. The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Section 18

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel the contract established by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the Contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 19

Exception to Required Use of Contract

The establishment of this **Catalog Master Agreement** is not intended to preclude the use of similar products when requested by the agency. The

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 33 of 44
------------	--------------------------------	--	--------------------------------

Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate contract.

Section 20

Service Performance

All services performed under this Contract shall be in accordance with the terms and provisions of the Contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Vendor is that of client and independent Contractor. No agent, employee, or servant of the Vendor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Vendor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 21

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this Contract. The Office of Procurement Services to effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 22

Agreement between Parties

The Vendor acknowledges and agrees to be bound by the terms and conditions of this Contract.

The Vendor agrees that this Contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Contract. It is further agreed between the parties, that any

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 34 of 44
------------	--------------------------------	--	--------------------------------

valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Office of Procurement Services.

Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to this Contract, will not be accepted. The only terms and conditions acceptable to the Commonwealth of Kentucky are as outlined in this Contract.

Section 23

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful Vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the Contract.

Section 24

Payments

The Vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 25

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 26

Governing Law

This Contract shall be governed by and construed in accordance with the laws of

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 35 of 44
------------	--------------------------------	--	--------------------------------

the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in **Franklin County, Kentucky**.

Section 27

ALL PROVISIONS OF THE SOLICITATION (RFB 758-0900004096) SHALL BE PART OF THIS CATALOG MASTER AGREEMENT.

APPENDIX I

Commonwealth Office of Technology Initial Visit Configuration Update Form

VENDOR NAME

WORK ORDER #

CONTACT NAME
ADDRESS
TECHNICIAN

CONTRACT #
TOTAL HOURS LABOR

PHONE NUMBER

AFTER HOURS SERVICE
NUMBER

PURPOSE OF UPDATE:
(CHECK ALL THAT APPLY)

ADD

MOVE

CHANGE

TROUBLE

AGENCY DEPARTMENT
DIVISION
BRANCH
OLD ADDRESS

CONTACT NAME
PHONE NUMBER

COT BILLING #

NEW ADDRESS
(IF RELOCATION)

Fill in all applicable information, expanding table as needed:

DESCRIPTION OF WORK PERFORMED		
REQUIRE FOLLOW-UP VISIT	YES NO	(if yes provide details)
USER TRAINING REQUIRED	YES NO	(if yes list information)
INSTALLATION OF NEW LINES	YES NO	(if yes list new phone numbers)
WHAT TYPE OF LINE, PRI, CENTREX, 1FB		
PHYSICAL LOCATION		
TELEPHONE NUMBER OR DID NUMBERS (LIST ALL)		
OTHER NUMBERS		
SYSTEM NUMBERS		CUSTOMER NUMBER
LOCAL EXCHANGE COMPANY/TELEPHONE #		

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 36 of 44
-------------------	--------------------------------	--	--------------------------------

TYPE OF SYSTEM			
IS THIS A VOIP SYSTEM		WHAT IS THE IP ADDRESS	
GATEWAY			
COT ENGINEER REPRESENTATIVE			
DATE WORK PERFORMED		CUT OVER	
ACCEPTANCE			
EQUIPMENT IN SERVICE (ADDED) (Including model #s, software release, Qty., color, etc.)			
WHEN ADDING VOIP PHONES - DID NUMBERS			
TN NUMBER(s) for each Phone listed above			
EQUIPMENT DISCONNECTED (DELETED) (Including model #s, software release, Qty., color, etc.)			
EQUIPPED CAPACITY			
WIRED CAPACITY			
MAXIMUM CAPACITY			
NUMBER OF STATIONS IN SERVICE			
NUMBER OF STATION CARDS			
NUMBER OF TRUNK CARDS			
LIST ALL OTHER CARDS (Be Specific And Quantity Of Each)			
POWER FAILURE STATIONS			
REPORT TROUBLES OR CHANGES TO COMMONWEALTH SERVICE DESK (include Trouble Ticket Numbers)			
REMARKS			
<p style="text-align: center;">THIS DOCUMENT MUST BE SENT TO COT TELECOMMUNICATIONS BRANCH 101 COMMERCE BLVD FRANKFORT, KY 40601</p>			

APPENDIX I

Commonwealth Office of Technology Configuration Update Form

VENDOR NAME

TECHNICIAN NAME
ADDRESS

PHONE NUMBER

WORK ORDER #

CONTRACT #
TOTAL HOURS LABOR

AFTER HOURS SERVICE
NUMBER

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 37 of 44
------------	--------------------------------	--	--------------------------------

PURPOSE OF UPDATE:
(CHECK ALL THAT APPLY)

ADD

MOVE

CHANGE

TROUBLE

AGENCY DEPARTMENT
DIVISION
BRANCH

CONTACT NAME
PHONE NUMBER

OLD ADDRESS

NEW ADDRESS

(IF RELOCATION)

COT BILLING #

Fill in all applicable information, expanding table as needed:

Type of System work is performed on			
DESCRIPTION OF WORK PERFORMED			
Be Specific			
REQUIRE FOLLOW-UP VISIT	YES NO	(if yes provide details)	
USER TRAINING REQUIRED	YES NO	(if yes list information)	
INSTALLATION OF NEW LINES	YES NO	(if yes list new phone numbers)	
PHYSICAL LOCATION			
TELEPHONE NUMBERS			
OTHER NUMBERS ADDED			
SYSTEM NUMBERS ADDED			
VOIP phone added yes/no	DID Number		TN number
DATE WORK PERFORMED	ACCEPTANCE		
EQUIPMENT IN SERVICE (ADDED)			
Be specific Including model #s, software release, Qty., etc.			
EQUIPMENT DISCONNECTED (DELETED)			
Be specific Including model #s, software release, Qty., etc.			
VOIP phone deleted? Yes/No	DID number		TN number
REMARKS			
Customers Signature			
THIS DOCUMENT MUST BE SENT TO COT TELECOMMUNICATIONS BRANCH 101 COMMERCE BLVD FRANKFORT, KY 40601			

APPENDIX II

Commonwealth of Kentucky Telephone System Equipment Acceptance Form

The date of acceptance by the Commonwealth shall be the first business day following the successful performance. Acceptance of system shall not limit the Purchasing Agency's rights with respect to defects in

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 38 of 44
-------------------	---------------------------------------	--	--------------------------------

materials, workmanship, installation or fraud. No equipment shall be accepted and no charges shall be paid until the standard of performance is completely met. If a successful performance period is not accomplished, the Purchasing Agency may, in addition to any other remedies, reject installation. In such event the Vendor shall promptly remove the system equipment and replace with a functional system at no cost to the Purchasing Agency.

Successful Performance:

A performance period of five (5) business days of successful operation, after system cutover, shall constitute a successful performance period. The evaluation period shall begin the first business day after cutover and will continue until the system demonstrates successful operation, "without failure", for five (5) business days. It is Vendor's responsibility to remain in contact with the Purchasing agency about the newly installed system and monitor its activity as the agency uses the equipment.

"Without failure" means without any variance whatsoever from the specifications.

All vendor provided equipment must operate without failure or error at all times during 5-day period and

One hundred percent of sets must function without failure and

One hundred percent of distribution wiring must function without failure.

Cutover Date: _____ Performance Period Start Date: _____ Acceptance Date: _____
Performance Period End Date: _____

Agency will check the appropriate box and both authorized agency and vendor representatives will sign.

- A. I certify that the system installed by the contracted vendor has successfully completed the performance period as defined above.
- B. I certify that the system installed by the contracted vendor has not successfully completed the performance period as defined above. The following resolution is requested:

Purchasing Agency Representative Signature	Date
Vendor Representative Signature / Vendor Name	<i>Date</i>

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 39 of 44
-------------------	---------------------------------------	--	--------------------------------

ARRA

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 40 of 44
------------	--------------------------------	--	--------------------------------

PREAMBLE

To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.

For the purposes of applying these terms and conditions, the following definitions apply:

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.

The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government and the Commonwealth of Kentucky. Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.

AVAILABILITY OF FUNDING

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

BUY AMERICAN REQUIREMENT (IF APPLICABLE)

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 41 of 44
-------------------	---	--	------------------------------------

vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

CONFLICTING REQUIREMENTS

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky requirements, the ARRA requirements shall control.

FALSE CLAIMS ACT

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

ENFORCEABILITY

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

INSPECTION OF RECORDS

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

JOB POSTING REQUIREMENTS

Vendors/subrecipients who receive ARRA funded contracts are required to post jobs created and retained as a result of stimulus funds on the Commonwealth of Kentucky

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 42 of 44
------------	--------------------------------	--	-------------------------

Job Bank at: <https://e3.ky.gov/>

PROHIBITION ON USE OF ARRA FUNDS

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Commonwealth with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i. the name of the project or activity;
 - ii. a description of the project or activity;
 - iii. an evaluation of the completion status of the project or activity; and
 - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
 - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Commonwealth or required by state or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 43 of 44
------------	--------------------------------	--	--------------------------------

requirements under Section 1512 of the ARRA.

SEGREGATION OF FUNDS

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

WAGE REQUIREMENTS (IF APPLICABLE)

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky are located at: <http://www.gpo.gov/davisbacon/ky.html>

WHISTLEBLOWER PROTECTION

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Commonwealth of Kentucky, and all contractors and grantees of the Commonwealth of Kentucky, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the

1000000131	Document Phase Final	Document Description Voice Equipment & Installation - Tadiran - Advanced Data	Page 44 of 44
-------------------	---------------------------------------	--	--

rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.